

~~ORIGINAL~~

No. 2643

United States

Circuit Court of Appeals

For the Ninth Circuit.

Transcript of Record.

(IN TWO VOLUMES.)

SOUTHERN PACIFIC COMPANY, a Corpora-
tion,

Plaintiff in Error,

vs.

CALIFORNIA ADJUSTMENT COMPANY, a
Corporation,

Defendant in Error.

VOLUME I.

(Pages 1 to 320, Inclusive.)

Upon Writ of Error to the United States District Court
of the Northern District of California,
Second Division.

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*In the District Court of the United States, in and
for the Northern District of California.*

CALIFORNIA ADJUSTMENT COMPANY, a Cor-
poration,

Plaintiff,

vs.

SOUTHERN PACIFIC COMPANY, a Corporation,
Defendant.

Complaint.

Now comes California Adjustment Company, a corporation, duly organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in said Northern District of California, and complains of the defendant Southern Pacific Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, and for a first cause of action alleges:

I.

That plaintiff is and at all times herein mentioned was a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is and at all times herein mentioned was in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is and at all times herein mentioned was a corporation organized and existing under and by virtue of the laws of the State of Ken-

tucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said state.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California. [1*]

IV.

That on the 22d day of September, 1911, at the said point of shipment, G. H. Tay Co., delivered to defendant for transportation from said point of shipment to Valley Foundry & Machine Works, hereinafter called plaintiff's assignor, at said station of delivery, 4460 pounds of castings and fittings; that said defendant transported said property from said point of shipment to said station of delivery, and

*Page-number appearing at foot of page of certified Transcript of Record.

thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 44 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 26th day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$19.62; that said property was covered by defendant's waybill No. 25455; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$2.90 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles. That plaintiff's assignor is and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[2]

Cause of Action No. 2.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 28 day of March, 1911, at the said point of shipment, Tubbs Cordage Co. delivered to defendant for transportation from said point of shipment to J. F. Lucey Co., hereinafter called plaintiff's assignor, at said station of delivery, 2073 pounds of Rope; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 72 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the

said City of Los Angeles the sum of 42½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit on the 30 day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$14.93; that said property was covered by defendant's waybill No. 31233; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$6.11 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [3—2]

Cause of Action No. 3.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times,

II.

was a resident of said District.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery that at all times herein mentioned said

defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 16 day of March, 1911, at the said point of shipment, Tubbs Cordage Co. delivered to defendant for transportation from said point of shipment to J. F. Lucey Co., hereinafter called plaintiff's assignor, at said station of delivery, 2102 pounds of Rope; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 72 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 42½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 18 day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$15.13;

that said property was covered by defendant's way-bill No. 17303; that the said payment so made and the said charges so exacted by defendant exceeded by the sum of \$6.20 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [4—3]

Cause of Action No. 4.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times

was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said state.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 24 day of January, 1911, at the said point of shipment, Tubbs Cordage Co. delivered to defendant for transportation from said point of shipment to J. F. Lucey Co., hereinafter called plain-

tiff's assignor, at said station of delivery, 7042 pounds of Rope; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 72 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 42½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 26 day of January, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$50.70; that said property was covered by defendant's waybill No. 23746; that the said payment so made, and the said charges so exacted by defendant exceeded the sum of \$20.74 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [5—4]

Cause of Action No. 5.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of trans-

porting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 20 day of February, 1911, at the said point of shipment, M. J. Brandenstein delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 39,400 pounds of Rice; that said defendant transported said property from said point of shipment to said station of delivery; and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hun-

dred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 24 day of February, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$141.84; that said property was covered by defendant's waybill No. 1244; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$33.49 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [6—5]

Cause of Action No. 6.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station

of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 12 day of January, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,200 pounds of Rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's as-

signor, to wit, on the 15 day of January, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.72; that said property was covered by defendant's waybill No. 716; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.17 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [7—6]

Cause of Action No. 7.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and

property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8 day of February, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of Rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 11 day of February, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 493; that the said payment so made, and the said charges so exacted by

defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [8—7]

Cause of Action No. 8.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 23d day of September, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter

called plaintiff's assignor, at said station of delivery, 40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 25 day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 1825; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [9—8]

Cause of Action No. 9.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8th day of August, 1911, at the said point of shipment, H. Janes Co. delivered to defendant for transportation from said point of shipment to Barret-Hicks Co., hereinafter called plaintiff's assignor, at said station of delivery, 4060 pounds of pipe and fittings; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to

said station of delivery the sum of 44 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 10 day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$17.86; that said property was covered by defendant's waybill No. 8987; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$2.64 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [10—9]

Cause of Action No. 10.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the

station of Porterville, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 19 day of April, 1911, at the said point of shipment, American Radiator Co. delivered to defendant for transportation from said point of shipment to Barrett-Hicks Co., hereinafter called plaintiff's assignor, at said station of delivery, 5428 pounds of rods; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 61 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the

22d day of April, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$33.11; that said property was covered by defendant's waybill No. 21402; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$12.75 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [11—10]

Cause of Action No. 11.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing un-

der and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery, that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 27 day of August, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 1 day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 327; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge

then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [12—11]

Cause of Action No. 12.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing

under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 14 day of August, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of Rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plain-

tiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 18 day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 1513; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive

charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [13—12]

Cause of Action No. 13.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8 day of July, 1911, at the said point of shipment, American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the

said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 11 day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 743; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and ex-

isting under and by virtue of the laws of the State of California. [14—13]

Cause of Action No. 14.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant

from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1 day of June, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of Rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 3 day of June, 1911, said plaintiff's assignor was compelled to pay and did pay

to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 116; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [15—14]

Cause of Action No. 15.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under

and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 19 day of April, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of Rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 22 day of April, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 1526; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the

charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [16—15]

Cause of Action No. 16.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein men-

tioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 14 day of March, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of Rice; that said defendant transported said property from said point of shipment

to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 17 day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 902; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand

of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times here mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [17—16]

Cause of Action No. 17.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Porterville, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 18 day of January, 1911, at the said point of shipment, American Radiator Co. delivered to defendant for transportation from said point of shipment to Barrett-Hicks Co., hereinafter called plaintiff's assignor, at said station of delivery, 2803 pounds of radiators and parts; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 61 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defend-

ant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 21 day of January, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$17.10; that said property was covered by defendant's waybill No. 17611; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$6.59 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times here

mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [18—17]

Cause of Action No. 18.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station

of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1 day of September, 1911, at the said point of shipment, Crane Company delivered to defendant for transportation from said point of shipment to Barrett-Hicks Co., hereinafter called plaintiff's assignor, at said station of delivery, 11382 pounds of pipe and fittings; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 44 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 6th day of September, 1911, said plain-

tiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$50.08; that said property was covered by defendant's waybill No. 732; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$7.40 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [19—18]

Cause of Action No. 19.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned

was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Leslie in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 4 day of October, 1911, at the said point of shipment, C. E. Whitney delivered to defendant for transportation from said point of shipment to Coblintz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 30070 pounds of salt; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 18½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 15 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 6 day of October, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$55.63; that said property was covered by defendant's waybill No. 640; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$10.52 (hereinafter called said excessive charge) the charge then made by defendant for the

transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [20—19]

Cause of Action No. 20.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing

under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Leslie in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 21 day of March, 1911, at the said point of shipment, G. E. Whitney delivered to defendant for transportation from said point of shipment to Coblentz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 34,410 pounds of salt; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that

said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 18½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 15 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 25 day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$63.65; that said property was covered by defendant's waybill No. 197; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$12.04 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this

action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [21—20]

Cause of Action No. 21.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of Crockett in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 31 day of March, 1911, at the said point of shipment, Crockett Sugar Co. delivered to defendant for transportation from said point of shipment to Coblentz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 40,400 pounds of sugar; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of

shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 1 day of April, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$148.47; that said property was covered by defendant's waybill No. 261; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$37.37 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [22—21]

Cause of Action No. 22.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Paraffin in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant

was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 29 day of August, 1911, at the said point of shipment, Paraffin Paint Co. delivered to defendant for transportation from said point of shipment to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 46,534 pounds of roofing; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 1 day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said prop-

erty, to wit, the sum of \$167.52; that said property was covered by defendant's waybill No. 2028; that the said payment so made, and the charges so exacted by defendant exceeded by the sum of \$39.55 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [23—22]

Cause of Action No. 23.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern

District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Paraffin in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8 day of June, 1911, at the said point of shipment, Paraffin Paint Co. delivered to defendant for transportation from said point of shipment

to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 30,062 pounds of roofing; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 12 day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$108.22; that said property was covered by defendant's waybill No. 1245; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$25.55 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [24—23]

Cause of Action No. 24.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Livny, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1 day of April, 1911, at the said point of shipment, Bower Bros. delivered to defendant for transportation from said point of shipment to Coblenz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 35,000 pounds of sulphur; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to

said station of delivery the sum of 22½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles, the sum of 15 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 4 day of April, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$63.75; that said property was covered by defendant's waybill No. 65; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$11.25 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [25—24]

Cause of Action No. 25.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the

station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 18 day of September, 1911, at the said City of Los Angeles, Western Hardwood Lumber Co. delivered to defendant for transportation from said City of Los Angeles to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 8560 pounds of lumber; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 63 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's

assignor, to wit, on the 22 day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$53.93; that said property was covered by defendant's waybill No. 14,005; that the said payment so made, and the said charges so exacted by defendant exceeded the sum of \$21.82 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[26—25]

Cause of Action No. 26.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned

was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 27 day of July, 1911, at the said City of Los Angeles, Monarch Sign Co. delivered to defendant for transportation from said City of Los Angeles to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery. 2010 pounds of lumber; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 63 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 31 day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$12.66; that said property was covered by defendant's waybill No. 22,043; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$4.12 (hereinafter called said excessive charge) the charge then made by defendant

for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [27—26]

Cause of Action No. 27.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing

under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 30th day of January, 1911, at the said City of Los Angeles, Pioneer Paper Co. delivered to defendant for transportation from said City of Los Angeles to Fresno Planing Mills Co., hereinafter called plaintiff's assignor, at said station of delivery, 37,800 pounds of roofing; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for

delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 56 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 3d day of February, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$211.68; that said property was covered by defendant's waybill No. 22,157; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$107.73 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [28—27]

Cause of Action No. 28.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

The plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1st day of April, 1911, at the said City of Los Angeles, Holt Manufacturing Co. delivered to defendant for transportation from said City of Los Angeles to Barrett-Hicks Co., hereinafter called plaintiff's assignor, at said station of delivery, 8880 pounds of sweeping compound, that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 74 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said

City of Los Angeles to the said City of San Francisco the sum of 48½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 4 day of April, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$65.72; that said property was covered by defendant's waybill No. 208; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$22.64 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [29—28]

Cause of Action No. 29.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occu-

pation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 9 day of August, 1911, at the said City of Los Angeles, Bennett Bros. delivered to defendant for transportation from said City of Los Angeles to Barrett-Hicks Co., hereinafter called plaintiff's assignor, at said station of delivery, 5750 pounds of gasoline engine and parts; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 79 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of propehty from said City of Los Angeles to the said City of San Francisco the sum of 60 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 12 day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the

sum of \$45.43; that said property was covered by defendant's waybill No. 7985; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$10.92 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [30—29]

Cause of Action No. 30.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of

California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 18 day of August, 1911, at the said City of Los Angeles, Pioneer Truck Co. delivered to defendant for transportation from said City of Los Angeles to Archibald Implement Co. hereinafter

called plaintiff's assignor, at said station of delivery, 4350 pounds of buggies and shafts; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 118½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 90 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 21 day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$51.55; that said property was covered by defendant's waybill No. 15,444; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$12.40 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation

duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[31—30]

Cause of Action No. 31.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State, to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 15 day of August, 1911, at the said City of Los Angeles, California Milling Co. delivered to defendant for transportation from said City of Los Angeles to Charles Asher, hereinafter called plaintiff's assignor, at said station of delivery, 30,144 pounds of flour; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 30 cents per

hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 22½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 18 day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$90.43; that said property was covered by defendant's walbill No. 11,920; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$22.61 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein

mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [32—31]

Cause of Action No. 32.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State, to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San

Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 24 day of January, 1911, at the said City of Los Angeles, M. A. Newmark Co. delivered to defendant for transportation from said City of Los Angeles to Charles Asher, hereinafter called plaintiff's assignor, at said station of delivery, 2925 pounds of soap; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 61 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 26 day of January, 1911, said plaintiff's assignor was

compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$17.84; that said property was covered by defendant's waybill No. 17,426; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$6.87 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [33—32]

Cause of Action No. 33.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California;

that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8 day of June, 1911, at the said City of

Los Angeles, Pacific Hardware & Steel Co. delivered to defendant for transportation from said City of Los Angeles to Charles Asher, hereinafter called plaintiff's assignor, at said station of delivery, 2970 pounds of corrugated iron; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 53 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 10 day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$15.73; that said property was covered by defendant's waybill No. 5732; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$4.60 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and

class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [34—33]

Cause of Action No. 34.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said de-

defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 27 day of July, 1911, at the said City of Los Angeles, M. A. Newmark Co. delivered to defendant for transportation from said City of Los Angeles to Charles Asher, hereinafter called plaintiff's assignor, at said station of delivery, 3529 pounds of sugar; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plain-

tiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 53 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of $37\frac{1}{2}$ cents per hundred pounds; that in order to obtain possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 29 day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$18.70; that said property was covered by defendant's waybill No. 23,037; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.47 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's

assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [35—34]

Cause of Action No. 35.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of

Los Angeles to said City of San Francisco passes through the station of Tebachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 30 day of August, 1911, at the said City of Los Angeles, M. A. Newmark Co. delivered to defendant for transportation from said City of Los Angeles to Charles Asher, hereinafter called plaintiff's assignor; at said station of delivery, 3630 pounds of soap; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 53 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported

by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 1 day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$19.24; that said property was covered by defendant's waybill No. 26,638; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.63 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [36—35]

Cause of Action No. 36.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Giant in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and prop-

erty by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1 day of May, 1911, at the said point of shipment, Giant Powder Works delivered to defendant for transportation from said point of shipment to Charles Asher, hereinafter called plaintiff's assignor, at said station of delivery, 31,097 pounds of high explosives; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 108 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 60 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 2 day of May, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$335.85; that said property was covered by defendant's waybill No. 776; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of

\$149.27 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [37—36]

Cause of Action No. 37.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein men-

tioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Giant in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 21 day of February, 1911, at the said point of shipment, Giant Powder Works, delivered to defendant for transportation from said point of shipment to Charles Asher, hereinafter called plaintiff's assignor, at said station of delivery, 575 pounds of explosive; that said defendant transported said property from said point of shipment to said station

of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 216 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 120 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 2 day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$12.42; that said property was covered by defendant's waybill No. 232; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.52 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive

charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [38—37]

Cause of Action No. 38.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 12 day of June, 1911, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 26,350 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of $37\frac{1}{2}$ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles

the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 15 day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$98.81; that said property was covered by defendant's waybill No. 11,476; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$32.94 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [39—38]

Cause of Action No. 39.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles, passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transport-

ing for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 16 day of August, 1911, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 24,000 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of $37\frac{1}{2}$ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 19 day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$90.00; that said property was covered by defend-

ant's waybill No. 19,266; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [40—39]

Cause of Action No. 40.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all of

said times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 21 day of April, 1911, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plain-

tiff's assignor, at said station of delivery, 25,100 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 25 day of April, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$94.13; that said property was covered by defendant's waybill No. 25,018; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$31.37 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [41—40]

Cause of Action No. 41.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district;

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 7 day of July, 1911, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 27,600 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to

said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 7 day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$103.50; that said property was covered by defendant's waybill No. 5641; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.50 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That

defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [42—41]

Cause of Action No. 42.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to

said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 4 day of May, 1911, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 25,000 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of $37\frac{1}{2}$ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said

property to plaintiff's assignor, to wit, on the 8 day of May, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$93.75; that said property was covered by defendant's waybill No. 5165; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$31.25 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [43—42]

Cause of Action No. 43.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property

by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 18 day of July, 1911, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 29,400 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 21 day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$110.25; that said property was covered by defendant's waybill No. 20,130; that the said payment so made, and the said charges so exacted by

defendant exceeded by the sum of \$36.75 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [44—43]

Cause of Action No. 44.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 20th day of May, 1911, at the said City of Los Angeles, M. A. Newmark & Co. delivered to defendant for transportation from said City of Los Angeles to Chas. Asher, hereinafter called plaintiff's assignor, at said station of delivery, 1512 pounds of

sugar; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 53 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 23d day of May, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$8.01; that said property was covered by defendant's waybill No. 16,814; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$2.34 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and

set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [45—44]

Cause of Action No. 45.

For another further, and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Delano, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 30th day of June, 1911, at the said City of Los Angeles, Pacific Hardware and Steel Co. delivered to defendant for transportation from said City of Los Angeles to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 2,475 pounds of galvanized iron; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 55 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction

of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 3d day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$13.61; that said property was covered by defendant's waybill No. 25,021; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$4.33 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is and at all times in this

complaint mentioned was, a citizen of the State of California. [46—45]

Cause of Action No. 46.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles

than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 21 day of February, 1911, at the said City of Los Angeles, M. A. Newmark & Co. delivered to defendant for transportation from said City of Los Angeles to Chas. Asher, hereinafter called plaintiff's assignor, at said station of delivery, 2,800 pounds of tomatoes; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 53 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 24 day of February, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said

charges so demanded by defendant for the transportation of said property, to wit, the sum of \$14.84; that said property was covered by defendant's waybill No. 17,904; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$4.34 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [47—46]

Cause of Action No. 47.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times

herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Delano, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1 day of June, 1911, at the said City of Los Angeles, Pacific Hardware & Steel Co. delivered to defendant for transportation from said City

of Los Angeles to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 2,985 pounds of sheet iron; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 55 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 3 day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$16.42; that said property was covered by defendant's waybill No. 607; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.22 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is and at all times in this complaint mentioned was, a citizen of the State of California. [48—47]

Cause of Action No. 49.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California, that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 11th day of March, 1911, at the said City of Los Angeles, Union Carbide Co. delivered to defendant for transportation from said City of Los Angeles to Chas. Asher, hereinafter called plaintiff's assignor, at said station of delivery, 2140 pounds of carbide, that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58 cents per hundred

pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 14th day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$12.41; that said property was covered by defendant's waybill No. 9648; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$3.16 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein

mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [49]

Cause of Action No. 50.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Fran-

cisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 27th day of March, 1911, at the said City of Los Angeles, Baker & Hamilton delivered to defendant for transportation from said City of Los Angeles to Chas. Asher, hereinafter called plaintiff's assignor, at said station of delivery, 1845 pounds of mower and parts that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 30th day of March, 1911, said plaintiff's assignor was

compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$10.70; that said property was covered by defendant's waybill No. 23,535; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$2.86 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [50]

Cause of Action No. 51.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under

and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Delano, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 30th day of September, 1911, at the

said City of Los Angeles, Pacific Hardware & Steel Co. delivered to defendant for transportation from said City of Los Angeles to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 2284 pounds of galvanized iron that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 55 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 2 day of October, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$12.56; that said property was covered by defendant's waybill No. 25,412; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$3.99 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of prop-

erty from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [51]

Cause of Action No. 52.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and

property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Delano, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1 day of September, 1911, at the said City of Los Angeles, Pacific Hardware & Steel Co., delivered to defendant for transportation from said City of Los Angeles to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 2012 pounds of galvanized iron; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant

for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 55 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 4 day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$11.07; that said property was covered by defendant's waybill No. 434; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$3.60 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plain-

tiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a citizen of the State of California. [52]

Cause of Action No. 53.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes

through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 25 day of September, 1911, at the said City of Los Angeles, Baker & Hamilton delivered to defendant for transportation from said City of Los Angeles to Chas. Asher, hereinafter called plaintiff's assignor, at said station of delivery, 1590 pounds of wagon (knocked down); that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported

by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 27 day of September, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$9.32; that said property was covered by defendant's waybill No. 20,717; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$2.46 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [53]

Cause of Action No. 54.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said city of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property of said railroad, and at all said times was a common carrier of persons

and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 13th day of March, 1911, at the said point of shipment, Rosenblat Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 855 pounds of wine; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 110 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 60 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 15th day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$9.41; that said property was covered by defendant's waybill No. 8326; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum

of \$4.27 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [54]

Cause of Action No. 55.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein men-

tioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Delano, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 11th day of March, 1911, at the said point of shipment, Pacific Hardware & Steel Co. delivered to defendant for transportation from said point of shipment to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 1805 pounds of sheet iron; that said defendant transported said property from said point of shipment to

said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 62 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 14th day of March, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$11.19; that said property was covered by defendant's waybill No. 12,459; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$1.42 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of

plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is and at all times in this complaint mentioned was, a citizen of the State of California. [55]

Cause of Action No. 56.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Delano, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1st day of May, 1911, at the said point of shipment, Holbrook, Merrill & Stetson delivered to defendant for transportation from said point of shipment to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 2644 pounds of sheet iron; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 62 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of ship-

ment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 4th day of May, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$16.39; that said property was covered by defendant's waybill No. 88; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.37 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is and at all times in this complaint mentioned was, a citizen of the State of California. [56]

Cause of Action No. 57.

For another, further and separate cause of action

against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Delano, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad,

and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 15th day of May, 1911, at the said point of shipment, Pacific Hardware & Steel Co. delivered to defendant for transportation from said point of shipment to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 1700 pounds of pipe; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 62 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 17th day of May, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$10.54; that said property was covered by defendant's waybill No. 18,041; that the said payment so

made, and the said charges so exacted by defendant exceeded by the sum of \$4.16 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is and at all times in this complaint mentioned was, a citizen of the State of California. [57]

Cause of Action No. 58.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein men-

tioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of San Luis Obispo hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 17th day of May, 1911, at the said City of Los Angeles, Lacy Mfg. Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Dome Oil Co., at said station of delivery 87,800 pounds of tank iron; that defendant then and there demanded that plaintiff's assignor pay to defendant for the

transportation of said property from said City of Los Angeles to said station of delivery the sum of 27½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 17 ½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$241.45; that said property was covered by defendant's waybill No. T. L. 13,218, that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$87.80 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of

plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [58]

Cause of Action No. 125.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Fran-

cisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of San Luis Obispo hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 4th day of May, 1911, at the said City of Los Angeles, Lacy Manufacturing Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Dome Oil Co. at said station of delivery 97,900 pounds of iron tank material; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 27½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 17½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did

pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$269.23; that said property was covered by defendant's waybill No. T. L. 2549; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$97.90 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[59]

Cause of Action No. 60.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned

was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 25 day of March, 1911, at the said City of Los Angeles, Wilson and Willard, hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Boles Pump Co. at said station of delivery 6580 pounds of working barrels; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$38.16; that said property was covered by defendant's waybill No. 23,280; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$10.68 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that

plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[60]

Cause of Action No. 61.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and prop-

erty within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of San Luis Obispo, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8th day of May, 1911, at the said City of Los Angeles, Lacy Mfg. Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Dome Oil Co., at said station of delivery, 77,400 pounds of tank iron; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 27½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant

charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 17½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$212.85; that said property was covered by defendant's waybill No. T. L. 5136; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$77.40 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plain-

tiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [61]

Cause of Action No. 62.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Exeter hereinafter called the station of delivery; that said City of San Francisco

is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 13th day of February, 1911, at the said City of Los Angeles, Lacy Mfg. Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to F. H. Whipple Machine Co., at said station of delivery, 20,000 pounds of steel riveted pipe; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 56 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 27½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$112.00; that said property was covered by defendant's waybill No. T. L.

9540; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$57.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [62]

Cause of Action No. 63.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District

of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of San Francisco is more distant from said city of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 24th day of July, 1911, at the said City of Los Angeles, Union Tool Co., hereinafter called plaintiff's assignor, delivered to defendant for trans-

portation from said City of Los Angeles to Union Tool Co., at said station of delivery, 36,000 pounds of bar iron; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 27½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 25 cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$99.00; that said property was covered by defendant's waybill No. T. L. 19,525; that said defendant thereupon transported said property to said station of delivery; that said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$9.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [63]

Cause of Action No. 64.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff, is and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 12th day of May, 1911, at the said City of Los Angeles J. F. Lucy Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to J. F. Lucy Co. at said station of delivery 36,380 pounds of oil well supplies; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 40 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 30 cents per hundred pounds;

that in order to obtain the transportation of said property to said station of delivery; and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$145.52; that said property was covered by defendant's waybill No. 9147; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$36.38 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

Cause of Action No. 65.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the

occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8th day of August, 1911, at the said City of Los Angeles, J. F. Lucey Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles, to J. F. Lucey Co., at said station of delivery, 8250 pounds of boiler shell that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 67 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 60 cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$55.28; that said property was covered by defendant's waybill No. 14,662; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so extracted by defendant exceeded by

the sum of \$5.77 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[65]

Cause of Action No. 66.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Emery, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 29th day of August, 1911, at the said point of shipment, Judson Mfg. Co. delivered to defendant for transportation from said point of shipment to J. H. Burnett, hereinafter called plaintiff's assignor, at said station of delivery, 43,062

pounds of bar iron; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 15 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 29th day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$155.03; that said property was covered by defendant's waybill No. 1014; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$90.43 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [66]

Cause of Action No. 67.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Emery, in said State, herein after called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 26th day of August, 1911, at the said point of shipment, Judson Mfg. Co. delivered to defendant for transportation from said point of shipment to J. H. Burnett, hereinafter called plaintiff's assignor, at said station of delivery, 38,030 pounds of bar iron; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the

transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 15 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 29th day of August, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$136.91; that said property was covered by defendant's waybill No. 1075; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$79.86 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen

of the State of California. [67]

Cause of Action No. 68.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times

herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1st day of February, 1911, at the said City of Los Angeles, Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Axelson Machine Co. at said station of delivery 41,140 pounds of oil well supplies; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 50 cents per hundred pounds; that at said time and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 30 cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$205.70; that said property was covered by defendant's waybill No. 57; that said defendant thereupon transported said property to said station of delivery; that the said payment

so made, and the said charges so exacted by defendant exceeded by the sum of \$82.28 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [68]

Cause of Action No. 69.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 13th day of May, 1911, at the said City of Los Angeles Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Axelson Machine Co. at said station of delivery

32,400 pounds of oil well supplies; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 40 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 30 cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$129.60; that said property was covered by defendant's waybill No. 10,308; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$32.40 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[69]

Cause of Action No. 70.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 22d day of April, 1911, at the said City of Los Angeles Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Axelson Machine Co. at said station of delivery 3940 pounds of working barrels; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the de-

livery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$22.85; that said property was covered by defendant's waybill No. 18,895; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$6.11 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[70]

Cause of Action No. 71.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said rail-

road; that said railroad is entirely within the State of California.

IV.

That on the 27th day of July, 1911, at the said City of Los Angeles Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Axelson Machine Co., at said station of delivery 6720 pounds of working barrels; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42 1/2 cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$38.98; that said property was covered by defendant's waybill No. 123,543; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$10.41 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the

same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[71]

Cause of Action No. 72.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Ken-

tucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 10th day of August, 1911, at the said City of Los Angeles Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Axelson Machine Co. at said station of delivery 4920 pounds of working barrels; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said

station of delivery the sum of 58 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42 1/2 cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property to wit, the sum of \$28.54; that said property was covered by defendant's waybill No. 5601; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$7.62 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this ac-

tion plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[72]

Cause of Action No. 73.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes

through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 24th day of March, 1911, at the said City of Los Angeles Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Axelson Machine Co. at said station of delivery 10,550 pounds of sucker rods; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 53 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of $37\frac{1}{2}$ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to

wit, the sum of \$55.92; that said property was covered by defendant's waybill No. 20,486; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$16.35 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

[73]

Cause of Action No. 74.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California;

that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 24th day of March, 1911, at the said

City of Los Angeles, J. F. Lucey Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to J. F. Lucey Co. at said station of delivery 5535 pounds of pig iron; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$32.10; that said property was covered by defendant's waybill No. 22,188; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$8.58 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue

of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. [74]

Cause of Action No. 75.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said District.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 25th day of July, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 24,700 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per

hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 27th day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$92.63; that said property was covered by defendant's waybill No. 28,436; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.87 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this

complaint mentioned was, a citizen of the State of California. [75]

Cause of Action No. 76.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of

delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 12th day of July, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery 24,700 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 14th day of July, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transpor-

tation of said property, to wit, the sum of \$92.63; that said property was covered by defendant's way-bill No. 13,169; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.87 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [76]

Cause of Action No. 77.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a

resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 12th day of June, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery 24,600

pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of $37\frac{1}{2}$ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 14th day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$92.25; that said property was covered by defendant's waybill No. 14,480; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.65 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set

over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [77]

Cause of Action No. 78.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times

herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 3d day of June, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery 24,700 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the

said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit on the 15th day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$92.63; that said property was covered by defendant's waybill No. 3914; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.87 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [78]

Cause of Action No. 79.

For another, further and separate cause of action

against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said

railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 7 day of June, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 24,500 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles, the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 9th day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$91.88; that said property was covered by defendant's waybill No. 8270; that the said payment so

made, and the said charges so exacted by defendant exceeded by the sum of \$30.62 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [79]

Cause of Action No. 80.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 20th day of June, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 25,140

pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of $37\frac{1}{2}$ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles, the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 22d day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$94.28; that said property was covered by defendant's waybill No. 25,253; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$31.62 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [80]

Cause of Action No. 81.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 9th day of May, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 24,500 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for

the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles, the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 11th day of May, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$91.88; that said property was covered by defendant's waybill No. 10,763; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.62 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [81]

Cause of Action No. 82.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of trans-

porting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 29th day of April, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 24,700 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 1st day of May, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit the sum of \$92.63; that said property was covered by

defendant's waybill No. 35,250; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.87 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [82]

Cause of Action No. 83.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 28th day of June, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 24,900 pounds of beer; that said defendant trans-

ported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 31st day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit the sum of \$93.37; that said property was covered by defendant's waybill No. 35,827; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$31.13 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and

set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [83]

Cause of Action No. 84.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 24th day of June, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 24,800 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant

charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 26th day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit the sum of \$93.00; that said property was covered by defendant's waybill No. 31,636; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$31.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this

complaint mentioned was, a citizen of the State of California. [84]

Cause of Action No. 85.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned, operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Bakersfield, hereinafter called the station of delivery; that said City of Los Angeles is more distant

from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 19th day of June, 1911, at the said point of shipment, J. Wieland Brewing Company delivered to defendant for transportation from said point of shipment to R. McDonald, hereinafter called plaintiff's assignor, at said station of delivery, 24,500 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of $37\frac{1}{2}$ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 21st day of June, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so

demande by defendant for the transportation of said property, to wit, the sum of \$91.88; that said property was covered by defendant's waybill No. 23,731; that the said payment so made; and the said charges so exacted by defendant exceeded by the sum of \$30.62 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demanded of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [85]

Cause of Action No. 86.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of

California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 16th day of February, 1912, at the said City of Los Angeles Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defend-

ant for transportation from said City of Los Angeles to Axelson Machine Co. at said station of delivery; 10,785 pounds of sucker and fittings; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 53 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$57.16; that said property was covered by defendant's waybill No. 10,991; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$16.72 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commision has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [86]

Cause of Action No. 87.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Bakersfield hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 11th day of November, 1911, at the said City of Los Angeles, Axelson Machine Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Axelson Machine Co., at said station of

delivery 37,380 pounds of oil well supplies; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 40 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 30 cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$149.52; that said property was covered by defendant's waybill No. 8182; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$37.38 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [87]

Cause of Action No. 88.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing

under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Exeter, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery. That at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 4th day of November, 1911, at the said City of Los Angeles, Lacy Mfg. Co., hereinafter called plaintiff's assignor, delivered to defendant for transportation from said City of Los Angeles to Geo. F. Stevenson, at said station of delivery 13,550 pounds of tank iron; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said

City of Los Angeles to said station of delivery the sum of 57 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 37½ cents per hundred pounds; that in order to obtain the transportation of said property to said station of delivery, and at the time of the delivery of said property to defendant, plaintiff's assignor was compelled to pay, and did pay, to defendant the said charges so demanded by defendant for the said transportation of said property, to wit, the sum of \$77.24; that said property was covered by defendant's waybill No. 2,666; that said defendant thereupon transported said property to said station of delivery; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$26.42 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco; that plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said ex-

cessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [88]

Cause of Action No. 89.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said de-

defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Delano, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 3 day of January, 1912, at the said point of shipment, Pacific Hardware & Steel Co. delivered to defendant for transportation from said point of shipment to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 1830 pounds of sheet iron and fittings; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there

depanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 62 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of \$37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 5 day of January, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$11.35; that said property was covered by defendant's waybill No. 2242; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$4.48 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that de-

fendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is and at all times in this complaint mentioned was a citizen of the State of California. [89]

Cause of Action No. 90.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said de-

defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Delano, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8 day of March, 1912, at the said point of shipment, Baker and Hamilton delivered to defendant for transportation from said point of shipment to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 2423 pounds of iron and fittings; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plain-

tiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 62 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 11 day of March, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for, the transportation of said property, to wit, the sum of \$15.02; that said property was covered by defendant's waybill No. 18,298; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.93 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in, the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plain-

tiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is and at all times in this complaint mentioned was a citizen of the State of California. [90]

Cause of Action No. 91.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and prop-

erty within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Delano, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 15 day of April, 1912, at the said point of shipment, Deere Manufacturing Co. delivered to defendant for transportation from said point of shipment to W. C. Brunner, hereinafter called plaintiff's assignor, at said station of delivery, 2080 pounds of iron; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property

from said point of shipment to said station of delivery the sum of 62 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 37½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 18 day of April, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$12.90; that said property was covered by defendant's waybill No. 20,655; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.09 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That

defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is, and at all times in this complaint mentioned was, a citizen of the State of California. [91]

Cause of Action No. 92.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 29 day of January, 1912, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 24,000 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per

hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 1 day of February, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$90.00; that said property was covered by defendant's waybill No. 32,912; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is, and at all times in this complaint mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [92]

Cause of Action No. 93.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 30 day of April, 1912, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 25,000 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 37½ cents per hundred

pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 3 day of May, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$93.75; that said property was covered by defendant's waybill No. 41,430; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$31.25 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [93]

Cause of Action No. 94.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 23 day of December, 1911, at the said point of shipment, Overland Freight & Transfer Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 1000 pounds of whiskey; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 103 cents per

hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 48½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 28 day of December, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$10.30; that said property was covered by defendant's waybill No. 31,017; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.50 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [94]

Cause of Action No. 95.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 4 day of November, 1911, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 24,350 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to

said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 9 day of November, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$91.31; that said property was covered by defendant's waybill No. 3645; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.44 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [95]

Cause of Action No. 96.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 4 day of June, 1912, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 29,720 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to

said station of delivery the sum of 37½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 7th day of June, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$111.45; that said property was covered by defendant's waybill No. 3900; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$37.15 (hereinafter called said excessive charge), the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [96]

Cause of Action No. 97.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Mojave, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 29 day of February, 1912, at the said point of shipment, John Wieland Brewing Co. delivered to defendant for transportation from said point of shipment to John Cross, hereinafter called plaintiff's assignor, at said station of delivery, 24,400 pounds of beer; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to

said station of delivery the sum of 37 1/2 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 25 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 5 day of March, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$91.50; that said property was covered by defendant's waybill No. 35,003; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$30.50 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [97]

Cause of Action No. 98.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Tehachapi, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8 day of December, 1911, at the said City of Los Angeles, Standard Oil Co. delivered to defendant for transportation from said City of Los Angeles to Charles Asher, hereinafter called plaintiff's assignor, at said station of delivery, 2852 pounds of refined oil; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 58

cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 42 ½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 10 day of December, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$16.54; that said property was covered by defendant's waybill No. 4353; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$4.42 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to

plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [98]

Cause of Action No. 99.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 1 day of December, 1911, at the said City of Los Angeles, Pioneer Paper Co. delivered to defendant for transportation from said City of Los Angeles to Fresno Planing Mill Co., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of paper that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 52

cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 27 1/2 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 5 day of December, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$208.00; that said property was covered by defendant's waybill No. 99; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$98.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant

pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [99]

Cause of Action No. 100.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 11th day of June, 1912, at the said City of Los Angeles, Pioneer Paper Co. delivered to defendant for transportation from said City of Los Angeles to Fresno Planing Co., hereinafter called plaintiff's assignor, at said station of delivery, 36,770 pounds of roofing that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 43 cents per

hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 17th day of June, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$158.11, that said property was covered by defendant's waybill No. 5300; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$56.99 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defend-

ant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [100]

Cause of Action No. 101.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 3 day of January, 1912, at the said City of Los Angeles, Monarch Sign Co. delivered to defendant for transportation from said City of Los Angeles to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 4150 pounds of beeswax, that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 79 cents per

hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 60 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 5 day of January, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$32.79; that said property was covered by defendant's waybill No. 228; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$7.88 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defend-

ant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [101]

Cause of Action No. 102.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Los Angeles in said State to the City of San Francisco in said State, which railroad from said City of Los Angeles to said City of San Francisco passes through the station of Fresno, hereinafter called the station of delivery; that said City of San Francisco is more distant from said City of Los Angeles than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 19 day of February, 1912, at the said City of Los Angeles, Baker Iron Works, delivered to defendant for transportation from said City of Los Angeles to Valley Foundry & Machine Works, hereinafter called plaintiff's assignor, at said station of delivery, 3095 pounds of boiler and front; that said defendant transported said property from said City of Los Angeles to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said City of Los Angeles to said station of delivery the sum of 79 cents per hundred pounds; that at said

time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said City of Los Angeles to the said City of San Francisco the sum of 60 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 25 day of February, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$24.45; that said property was covered by defendant's waybill No. 12,841; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.88 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said City of Los Angeles to the said City of San Francisco. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's

assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [102]

Cause of Action No. 103.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting

for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Paraffin in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 10 day of February, 1912, at the said point of shipment, Paraffin Paint Co. delivered to defendant for transportation from said point of shipment to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 31,050 pounds of roofing; that said defendant transported said property from said point of shipment to said station of delivery; and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiffs' assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents

per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 12 day of February, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$111.78; that said property was covered by defendant's waybill No. 104; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$26.39 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that de-

fendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [103]

Cause of Action No. 104.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Livny in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 25 day of April, 1912, at the said point of shipment, California Wine Ass'n delivered to defendant for transportation from said point of shipment to Coblenz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 39,680 pounds of sulphur; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to

said station of delivery the sum of 221½ cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 15 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 25 day of April, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$84.32; that said property was covered by defendant's waybill No. 26; that the said payment so made, and the said charges so exacted by defendant exceeded by (the sum of \$29.76 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that de-

defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [104]

Cause of Action No. 105.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said

times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Paraffin in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 16 day of October, 1911, at the said point of shipment, Paraffin Paint Co. delivered to defendant for transportation from said point of shipment to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 38,749 pounds of roofing; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment

to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 19 day of October, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$139.49; that said property was covered by defendant's waybill No. 2718; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$32.94 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles. That plaintiffs' assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of

this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [105]

Cause of Action No. 106.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and prop-

erty within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Paraffin in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 10 day of November, 1911, at the said point of shipment, Paraffin Paint Co. delivered to defendant for transportation from said point of shipment to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 30,427 pounds of roofing; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the

transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 14 day of November, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$109.54; that said property was covered by defendant's waybill No. 3022; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$25.86 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive

charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [106]

Cause of Action No. 107.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and prop-

erty within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Paraffin in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 15th day of March, 1912, at the said point of shipment, Paraffin Paint Co. delivered to defendant for transportation from said point of shipment to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 30,102 pounds of roofing; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transporta-

tion of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 18th day of March, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$108.37; that said property was covered by defendant's waybill No. 162; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$25.59 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive

charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. [107]

Cause of Action No. 108.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and prop-

erty within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Paraffin in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 10 day of January, 1912, at the said point of shipment, Paraffin Paint Co. delivered to defendant for transportation from said point of shipment to Madary's Planing Mill, hereinafter called plaintiff's assignor, at said station of delivery, 30,012 pounds of roofing paint; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the trans-

portation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 12 day of January, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$108.04; that said property was covered by defendant's waybill No. 73; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$25.51 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's

assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [108]

Cause of Action No. 109.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said de-

defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of Leslie in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 26 day of February, 1912, at the said point of shipment, C. E. Whitney delivered to defendant for transportation from said point of shipment to Coblenz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 32,465 pounds of salt; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plain-

tiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 18 1/2 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 15 cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 1 day of March, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$60.00; that said property was covered by defendant's waybill No. 40; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$11.36 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's

assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [109]

Cause of Action No. 110.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said de-

defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8th day of December, 1911, at the said point of shipment, American Steel & Wire Co. delivered to defendant for transportation from said point of shipment to Coblenz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 7605 pounds of fencing; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that

plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 49 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 42 $\frac{1}{2}$ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 10th day of December, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$37.26; that said property was covered by defendant's waybill No. 9134; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$4.94 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant

pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for short distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [110]

Cause of Action No. 111.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is, and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said de-

fendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Sanger, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 20th day of October, 1911, at the said point of shipment, Haas Bros. delivered to defendant for transportation from said point of shipment to Coblenz Bros. Co., hereinafter called plaintiff's assignor, at said station of delivery, 8000 pounds of beans; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's as-

signor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 49 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 42 $\frac{1}{2}$ cents per hundred pounds; that in order to obtain possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 23d day of October, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$39.20; that said property was covered by defendant's waybill No. 21,814; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$5.20 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's

assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul. That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [111]

Cause of Action No. 112.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant

was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 21 day of December, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded

that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 23 day of December, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 2175; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that de-

defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [112]

Cause of Action No. 113.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and all times herein mentioned was, a corporation organized and existing under and

by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 8 day of December, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified

plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 11 day of December, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 712; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said exces-

sive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [113]

Cause of Action No. 114.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 11 day of December, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 712; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said exces-

sive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [113]

Cause of Action No. 114.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 10 day of November, 1911, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery,

40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 14 day of November, 1911, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 1312; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action

plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [114]

Cause of Action No. 115.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California; that its principal place of business is, and at all times herein mentioned was, in the Northern District of

California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco, in said State, hereinafter called the point of shipment, to the City of Los Angeles, in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 4 day of May, 1912, at the said point of shipment, North American Mercantile Co. delivered to defendant for transportation from said

point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 6 day of May, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 423; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [115]

Cause of Action No. 116.

For another, further and separate cause of action against said defendant said plaintiff alleges:

I.

That plaintiff is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California;

that its principal place of business is, and at all times herein mentioned was, in the Northern District of California; that plaintiff is and at all times was a resident of said district.

II.

That defendant is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Kentucky. That at all times herein mentioned said defendant was a common carrier of persons and property within the State of California, and at all said times was engaged in the occupation of transporting for hire persons and property by railroad within said State.

III.

That said defendant operates, and at all times herein mentioned operated, a railroad from the City of San Francisco in said State, hereinafter called the point of shipment, to the City of Los Angeles in said State, which railroad from said point of shipment to said City of Los Angeles passes through the station of Fresno, hereinafter called the station of delivery; that said City of Los Angeles is more distant from said point of shipment than said station of delivery; that at all times herein mentioned said defendant was engaged in the occupation of transporting for hire persons and property by said railroad, and at all said times was a common carrier of persons and property by said railroad; that said railroad is entirely within the State of California.

IV.

That on the 19 day of January, 1912, at the said

point of shipment, North American Mercantile Co. delivered to defendant for transportation from said point of shipment to Kamikawa Bros., hereinafter called plaintiff's assignor, at said station of delivery, 40,000 pounds of rice; that said defendant transported said property from said point of shipment to said station of delivery, and thereupon notified plaintiff's assignor that said property was ready for delivery; that defendant then and there demanded that plaintiff's assignor pay to defendant for the transportation of said property from said point of shipment to said station of delivery the sum of 36 cents per hundred pounds; that at said time, and at all times in this paragraph mentioned, defendant charged for the transportation in the same direction of the same class of property from said point of shipment to the said City of Los Angeles, the sum of 27½ cents per hundred pounds; that in order to obtain the possession and delivery of said property so transported by said defendant, and at the time of the delivery of said property to plaintiff's assignor, to wit, on the 24 day of January, 1912, said plaintiff's assignor was compelled to pay and did pay to said defendant the said charges so demanded by defendant for the transportation of said property, to wit, the sum of \$144.00; that said property was covered by defendant's waybill No. 1770; that the said payment so made, and the said charges so exacted by defendant exceeded by the sum of \$34.00 (hereinafter called said excessive charge) the charge then made by defendant for the transportation in the same direction of the same amount and class of property from the

said point of shipment to the said City of Los Angeles.

V.

That prior to the commencement of this action plaintiff's assignor duly assigned, transferred and set over unto plaintiff the said claim and demand of plaintiff's assignor for the recovery of said excessive charge. That prior to the commencement of this action plaintiff demanded of defendant that defendant pay to plaintiff, as the assignee of said plaintiff's assignor, the amount of said excessive charge. That defendant has not paid the same or any part thereof.

VI.

That defendant has never been in any case authorized by the railroad commission of the State of California to charge less for longer than for shorter distances for the transportation of property; that said railroad commission has never prescribed that defendant might in any case whatsoever be relieved to any extent from the prohibition of the constitution of California to charge less for the longer than for the shorter haul.

That plaintiff's assignor is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California. [116]